



BID NO.: 9623-1/22

OPENING: 2:00 P.M.

April 4, 2012

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

**REFUSE CARTS, CURBSIDE RECYCLING CARTS, AND RECYCLING BINS
PRE-QUALIFICATION**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST:	N/A
EXPEDITED PROCUREMENT PROGRAM (EPP): ...	N/A
INSURANCE:.....	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	Section 2.2
SAMPLES/INFORMATION SHEETS:.....	Section 2.30
SECTION 3 – MDHA:.....	N/A
SITE VISIT/AFFIDAVIT:.....	N/A
USER ACCESS PROGRAM:.....	Section 2.21
WRITTEN WARRANTY:	N/A
LIVING WAGE:	N/A

FOR INFORMATION CONTACT:

Rita Silva, 305-375-1081, rita2@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).
- FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9623-1/22

**Bid Title: REFUSE CARTS, CURBSIDE RECYCLING CARTS, AND BINS
PRE-QUALIFICATION**

Procurement Contracting Officer: Rita Silva, CPPO

Bids will be accepted until 2:00 p.m. on April 4, 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidadegov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidadegov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1 GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadecounty.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

I.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS**2.1 PURPOSE:**

The purpose of this solicitation is to pre-qualify Bidders for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the Bidder meets or exceeds the minimum criteria set forth herein. All awarded Bidders shall be placed on a Pre-Qualification List that may be accessed by Miami-Dade County Public Works and Waste Management Department in order to obtain price quotations for the purchase and delivery of plastic, mobile refuse and curbside recycling carts, cart parts, and recycling bins in various sizes on an as-needed when-needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to awards valued up to \$1 million and a 5% percent bid preference shall apply to awards greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Sustainability, Planning, and Economic Enhancement Department, Small Business Development Division for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Small Business Development at 305-375-CERT (2378) or access www.miamidade.gov/sba/business-certificate.asp.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE INTENTIONALLY OMITTED**2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, and contingent upon the completion and submittal of all required documents. This contract shall expire on the last day of the five (5) year period.

2.5 OPTION TO RENEW FIVE (5) YEARS

At the completion of the initial five (5) year term, Miami-Dade County shall have the option to renew the contract for an additional one, five-year period. Continuation of the contract beyond the initial period is a County prerogative not the right of an awarded Bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

2.6 METHOD OF AWARD TO PRE-QUALIFIED BIDDERS WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES

SECTION 2
SPECIAL CONDITIONS

Award of this contract will be made to all responsive, responsible Bidders that meet the requirements herein and the qualifications stated below:

- a) Bidder shall have and maintain an office or warehouse with a working telephone, a separate facsimile (fax) line or electronic mail address, and a company representative who can be contacted Monday through Friday from 8:00 AM to 5:00 PM.
- b) Bidder shall be the product(s) manufacturer or an authorized distributor or dealer.
- c) Bidder's carts must be compatible with County's existing truck grabber system (i.e. a Labrie "cool hand" truck grabber system, a Heil "Formula 7000" truck grabber system, or a truck grabber system that is equal to one of the above), as certified by the existing truck grabber manufacturer, for the cart types and sizes 35, 64, 65, 95, and 96 gallons.
- d) The Bidder's product(s) offered must meet American National Standards Institute (ANSI), as certified by ANSI.

It will be the sole prerogative of the County as to the number of awarded Bidders on this contract. During the term of this contract, the County reserves the right to add or delete Bidders to the Pre-Qualification List, as it deems necessary and in its best interest. If the County elects to add Bidders, they must meet the same minimum qualifications established for the original competition.

2.7 PRICES SHALL BE FIXED AND FIRM UNTIL DELIVERY:

All prices quoted shall be in accordance with the provisions established in this solicitation. Prices shall remain firm and fixed until items in conjunction with the request for quotes have been delivered and accepted by the County's authorized representative.

The Bidder's price quoted shall be inclusive of all costs, charges, shipping, and fees involved in providing the specified products. Additional charges of any kind added to the invoice will be disallowed.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT INTENTIONALLY OMITTED

2.9 "EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

There may be times when the manufacturer's name, brand name and/or model/part number information contained in a request for quotes are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and are in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Request for Quote Form.

Each Request for Quote Form may require submission of the following documentation to enable County evaluation of "equal" products:

- a) Product Information Sheets

SECTION 2
SPECIAL CONDITIONS

- b) Product Samples with Initial Offer
- c) Product Samples upon Specific Request
- d) Product labels
- e) Performance Test Results

If an "equal" product may be considered by the County in accordance with the Request for Quote Form, the item shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the item offered as an equal. All supporting documentation submitted by the Bidder must indicate item meets the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offer shall state, in a letter on corporate letterhead as part of the initial offer, the differences between the item offered, and the equipment described by the standard product literature, to substantiate compliance with all of the specifications set forth in the solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the offer being deemed non-responsible for not meeting the solicitation specifications.

If samples of "or equal" items offered are required for evaluation, such items shall be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in the offer being deemed non-responsible.

For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in the offer being deemed non-responsible.

The County shall be the sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Request for Quote Form are the only products that will be accepted under that solicitation.

2.10 LIQUIDATED DAMAGES INTENTIONALLY OMITTED

2.11 INSURANCE INTENTIONALLY OMITTED

2.12 BID GUARANTY INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND INTENTIONALLY OMITTED

2.14 CERTIFICATIONS INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The awarded Bidder shall submit an invoice to the County user department after purchase has been completed, whether the specific item(s) were picked up by authorized County

SECTION 2
SPECIAL CONDITIONS

personnel or delivered to the site by the awarded Bidder. Submittal of an invoice shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity
- Bill of Lading Number/Way Bill Number

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property
- Delivery ticket number or packing slip number that was signed by an authorized representative of the County user department

Failure to submit invoices in the prescribed manner will delay payment.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

SECTION 2
SPECIAL CONDITIONS

All Bidders shall quote prices based on F.O.B. Destination (*freight included in the proposed price, per Section 1, Paragraph 1.17*) and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County user department representative. Unless otherwise specified in this contract to cover store-door or inside delivery, the awarded Bidder shall load and unload shipments at no additional expense to the County.

2.17 DELIVERY

The awarded Bidder shall make deliveries of mobile refuse carts, curbside recycling carts, cart parts, and recycling bins within thirty (30) calendar days after the date of the order. In cases where the delivery and availability will be delayed, the awarded Bidder shall notify the County. If the County user department approves, a revised delivery schedule may be established.

Should the awarded Bidder fail to deliver the items in the number of days as stated above, the user department may cancel the order with the awarded Bidder and place the order with the next low Bidder. All re-procurement costs shall be borne by the initial Bidder awarded the order.

2.18 BACK ORDER ALLOWANCE INTENTIONALLY OMITTED

2.19 CART/BIN WARRANTY REQUIREMENTS

Carts

The awarded Bidder shall fully guarantee the performance of the carts and warrant carts against defects in materials and workmanship for a minimum period of ten (10) years on all carts after the date of acceptance of the product. This warranty shall be unconditional and non-prorated, providing Miami-Dade County with an assurance of full replacement. For purposes of this section and the Request for Quotes Form, cart shall be defined as a complete unit, including a full lid assembly, all hot stamping, all in-mold labels, all embossing, wheel assembly, hardware, and all other components.

Bins

The awarded Bidder shall fully warrant all bins furnished hereunder against defect in materials and/or workmanship for a period of five (5) years from the date of delivery/acceptance by the County user department. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Bidder shall repair or replace same at no cost to the County, immediately upon written notice for the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Replacement

Any cart/bin or component parts that do not conform to the technical requirements or that fail by reason of inadequate or improper materials, defective workmanship, insufficient resistance to weathering or for any other cause whatsoever other than negligence or abuse shall be replaced within thirty (30) calendar days at no cost to the County.

Replacement Parts

SECTION 2
SPECIAL CONDITIONS

The awarded Bidder shall make available to Miami-Dade County all cart components for use as replacement parts of defective and unserviceable carts. The awarded Bidder shall make available to Miami-Dade County replacement parts that are equal or superior quality and performance as original equipment manufactured parts. In the event that the awarded Bidder is unable to provide Miami-Dade County with any replacement parts for a period longer than thirty (30) calendar days, the awarded Bidder shall be liable for providing new replacement carts or reimbursing Miami-Dade County for any additional costs incurred by Miami-Dade County to repair or otherwise replace the cart component and any and all other costs incurred by Miami-Dade County as a result of the unavailability of the replacement parts. For each unavailable cart part requested by Miami-Dade County, the awarded Bidder's maximum liability shall not exceed the cost of a new, replacement cart delivered to Miami-Dade County.

Responsibility for damage or loss

The awarded Bidder shall not be responsible for damage or loss of cart/bin due to vandalism, abuse, neglect, theft or acts of God subsequent to delivery, and acceptance by Miami-Dade County. To the extent that the cart/bin conforms to the bid requirements, the awarded Bidder shall not be responsible for damage or loss due to fire.

Cart/Bin Replacement

Any cart/bin, including any component part that does not continuously perform in the intended manner as set forth in this solicitation, does not comply with the minimum cart/bin requirements herein, or does not continuously perform in the intended way of any and all design features, shall be considered defective in material, workmanship, and/or design and shall be covered by the terms of this warranty. Any such defective cart/bin shall be replaced at no cost to Miami-Dade County by a cart/bin that meets or exceeds the solicitation requirements.

In the exercise of its rights under the terms and conditions of this warranty, Miami-Dade County reserves its full rights to make any claims, economic or other, against an awarded Bidder in any court of law for any and all occurrences whatsoever.

Any replacement cart/bin shall meet or exceed the original requirements and shall be manufactured with new, previously unused parts and virgin and/or post consumer materials. Each replacement cart shall be delivered and distributed to Miami-Dade County as directed. Any component parts shall be warranted for the remaining years of the warranty period. However, those quantities of warrantable carts delivered by the awarded Bidder that fail within the warranty period shall be replaced and warranted for the full ten (10) years period. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Claim Procedures

The County may remove a cart from residential service for repair or replacement at any time, regardless of the cause of defective performance. For carts that are subject to a warranty claim (Warrantable Carts), but repairable, the County may elect to conduct minor repairs and installation of replacement parts as set forth below. However, this action will in no way waive the warranty requirement of the carts. All carts that are identified as not repairable at a reasonable cost, and are Warrantable Carts, will be inventoried, disposed of and replaced as further defined below.

SECTION 2
SPECIAL CONDITIONS

The awarded Bidder shall be responsible for all costs associated with the repair of Warrantable Carts or the installation of replacement parts thereto, including, but not limited to, the cost of maintenance, labor, replacement parts and repair materials, such as tools specific to the repair. Minor repairs and installation of replacement parts for Warrantable Carts will be accomplished by County personnel at the County's discretion. These repairs or parts replacement shall be implemented without any prior consent of, or notification to, awarded Bidder.

The County may require, or the awarded Bidder may at its sole discretion elect, to make repairs and install replacement parts at the awarded Bidder's own location. If either party exercises this option, the awarded Bidder shall, at no cost to the County, repair the cart, install replacements parts, and deliver the cart to the County within thirty (30) calendar days. The awarded Bidder will be notified in writing of its obligation to repair a Warrantable Cart. If the cart is not repaired within this time period, the County reserves the right to demand and receive a new cart. If the awarded Bidder does not comply with the request within thirty (30) calendar days from notification, then the County reserves the right to terminate awarded Bidder for default.

In the event that a Warrantable Cart or component part is identified by the County as requiring complete replacement, then the County shall retain the Warrantable Cart or component part and promptly notify the awarded Bidder in writing of its warranty claim. Within thirty (30) calendar days of this notification, the awarded Bidder shall 1) honor the warranty claim by delivering a replacement cart to the County, or 2) notify the County that it contests the warranty claim. It is the responsibility of the awarded Bidder to visually inspect the Warrantable Cart or component part during the thirty (30) calendar day period. Failure to inspect the Warrantable Cart or component part will represent a waiver of the awarded Bidder's right to contest the warranty claim. The Burden of Proof when contesting warranty claims shall be placed solely on the awarded Bidder.

In the event of the awarded Bidder contesting the Warranty claim, the County shall have the sole right to request a replacement cart be delivered within thirty (30) calendar days from the notification for which no billing will be made until resolution of the contested claim.

In the event of a contested claim as set forth above, or in the event of any contested claim associated with any repairs to Warrantable Carts or component parts, the County and the awarded Bidder shall use their best efforts to mutually resolve the disagreement. In the event that the County and awarded Bidder cannot resolve their disagreement within thirty (30) calendar days subsequent to the awarded Bidder's notice, the County's determination shall be final.

In the event that the County identifies a recurring pattern of cart or component failure, the County reserves the right, through substantiation by its field service repair forms and other internal maintenance records, to retroactively make warranty claims for defective carts or component parts previously repaired or scrapped but to which non-warrantable reasons for cart failure were attributed. The County is under no obligation to retain or to produce carts already repaired or scrapped in this occurrence in order to submit a warranty claim.

During the warranty period, the awarded Bidder shall replace defective carts/parts/bins at no additional cost to Miami-Dade County. The awarded Bidder may, upon its inspection of

SECTION 2
SPECIAL CONDITIONS

damaged carts/parts/bins, challenge its obligation to replace subject carts/parts/bins on the basis that the failure resulted from either negligent handling and/or abusive use. Such charges shall be in writing with specific details as to the exact cause of the defect. Miami-Dade County may consider the details of the awarded Bidder's written challenge and attempt to resolve the issue.

The County shall have the option to negotiate a separate service contract for all service and repair of carts with a third-party. Awarded Bidder is responsible for the costs of repair by the third-party.

2.20 CONTACT PERSON:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: at email rita2@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

SECTION 2
SPECIAL CONDITIONS

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this solicitation is specific to a Miami-Dade County department, it is hereby agreed and understood that any Miami-Dade County department or agency may avail itself of this contract and purchase any and all items specified herein from the awarded Bidder(s). Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

2.23 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The awarded Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be included with the product and shall be made available to the Miami-Dade County authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.24 PATENTS AND ROYALTIES:

The awarded Bidder, without exception, shall indemnify and save harmless Miami-Dade County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon Miami-Dade County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, Miami-Dade County agrees to return the article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quoted prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SECTION 2
SPECIAL CONDITIONS

2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the awarded Bidder are found to be defective or do not conform to specifications 1) the materials may be returned to the awarded Bidder at the awarded Bidder's expense, 2) the County may require the awarded Bidder to replace the materials at the awarded Bidder's expense, and/or 3) the contract may be cancelled.

2.26 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.27 CART/BIN QUALITY CONTROL

A cart/bin may be chosen at random by the County from each delivery for compliance testing with specifications set forth in this solicitation. If the cart/bin does not meet specifications, ½ to 1% of the shipment will be chosen and inspected for specification compliance. If one of the additional carts/bins fails to meet specifications, the entire shipment will be considered not in compliance with specifications. The awarded Bidder may be notified of the discrepancy and may have the following two options:

1. Have the entire shipment returned, at the awarded Bidder's expense, to the factory for correction, or
2. With Miami-Dade County's consent, reimburse Miami-Dade County the cost of making such corrections if it is in the best interest of Miami-Dade County.

Repeated failures to comply with contract specifications may result in the awarded Bidder being found in default of the contract.

2.28 PRODUCT RETURNS

Miami-Dade County may elect to return to awarded Bidder a purchased item within thirty (30) business days of receipt and acceptance of that item by Miami-Dade County. Items will be returned with all original documentation. The awarded Bidder may supply a pre-authorized return receipt for returned items.

If an item is returned because it does not meet performance or functional specifications as promised by the product's manufacturer, then all return costs will be borne by the awarded Bidder.

2.29 CART COMPATABILITY WITH TRUCK GRABBER SYSTEM

The awarded Bidder's truck grabber system must meet the requirements as specified in Section 2.6(c) herein. The County has developed a testing program to verify the compatibility

SECTION 2
SPECIAL CONDITIONS

of the carts with the truck grabber system to address the potential of containers falling into the hopper. The testing program will be as follows:

Three (3) sample carts, one (1) 35 gallon cart, one 65 (1) gallon cart, and one (1) 96 gallon cart from each manufacturer whose product is being proposed shall be filled with 200 pounds (100 lbs shall be used for the 35 gallon cart), picked up by the truck grabber system and have the contents dumped into the truck hopper. This process will be repeated twenty-five (25) times. If any of the carts fall into the hopper once during this test, the cart fails the test. If the County's testing program determines that the cart is not compatible with the truck grabber system or the cart fails the test, the Bidder shall not be considered for award. The time, date and location of the test will be published to all parties concerned after bid opening.

The County reserves the right to conduct the testing as outlined above or waive such right at its sole discretion.

2.30 CART AND BIN SAMPLES

To ensure that the carts and bins meet the bid specifications and that the carts will operate properly with the existing lifting devices, within seven (7) calendar days of notification by the County, the Bidders may be asked to deliver a sample of each cart and bin for inspection at no cost to the County.

2.31 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the Bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE

The County intends to pre-qualify bidders to participate in spot market purchases to furnish and deliver mobile refuse carts, curbside recycling carts, and 18-gallon recycling bins to the Public Works and Solid Waste Management Department on an as-needed when needed basis. The 35 gallon carts shall be manufactured for a minimum 100-125 pound capacity. Both the 64-68 gallon carts (which will be known in this solicitation as 64 or 65 gallon) and the 95-98 carts (which will be known in this solicitation as 95 or 96 gallon) shall be manufactured for a minimum 200-300 pound capacity.

The County reserves the right to update the technical specifications to better serve the County's needs. Such updates may also be based on advances or changes in the industry or products. The County may purchase similar or related items under this solicitation utilizing the spot market process.

3.2 CART SPECIFICATIONS

The quoted cart must be the manufacturer's latest design.

All carts shall meet at a minimum, American National Standards Institute (ANSI) cart standards Z-245.30-2008 and Z-245.60-2008, (with the exception of the following specifications) all rules, regulations, laws, etc., pertaining to this product, and the following specifications:

1. The cart shall be manufactured from high-density polyethylene (HDPE). The HDPE has a density of 0.947 to 0.968 grams cm³. The Melt Index (MI) of the HDPE is 4.0 to 6.0.
2. The cart shall have an ultraviolet (UV) inhibitor to prevent deterioration and shattering.
3. The cart shall be manufactured with a smooth non-textured surface inside.
4. The cart shall be manufactured free of inside recesses, projections or other obstructions where refuse could be trapped.
5. The cart shall be manufactured with a narrow width design to fit through a 30 inch door opening.
6. The cart shall be manufactured with a foot operated tilt feature designed in the axle area to facilitate easy tipping.
7. The cart shall be manufactured with a slight taper, so that the top of the body is slightly larger than the bottom for nesting during shipment.
8. The cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour.
9. The cart shall be designed (whether empty or full) to remain in the upright position when the lid is thrown open.
10. The cart shall be designed to be picked up and dumped by a semi-automated or fully automated lifting device that picks up the leading side of the cart and will also prevent it from falling into the truck hopper. The cart shall function normally and regularly with a mechanized collection system, both automated and semi-automated lifts.
11. The cart shall be manufactured with a ¼" minimum molded-in bottom wear strips for longer life.
12. The cart lifting section shall be permanently molded into the cart by the manufacturer.

SECTION 3
TECHNICAL SPECIFICATIONS

13. The grab bar shall be permanently molded into the cart by the manufacturer or shall be free floating metal or composite bar that fits securely into the cart body and measures at least 1" Outside Diameter (O.D), and 7/8" Inside Diameter (I.D). Sixteen gauges shall be made of corrosion resistant material. There shall be no other metal attachments, metal framing, or nuts and bolts on cart, excluding the metal axle.

3.2A BIN SPECIFICATIONS

The quoted bin must be the manufacturer's latest design.

All bins shall meet the following minimum qualifications:

1. The bin shall be made from high density polyethylene containing a minimum of twenty percent (20%) post consumer recycled plastic.
2. The bin material shall contain ultra violet stabilizers and be resistant to fading or breakage due to the exposure to sunlight.
3. The bin shall be new, unused and clean.
4. The bin shall have capacity of approximately eighteen (18) gallons, weigh a minimum of five (5) lbs. empty, and shall be capable of supporting seventy (70) pounds.
5. The bin shall be rectangular in shape with solid sides as opposed to open grid sides.
6. The bin material shall have no sharp edges.
7. The bin shall have smooth edged, durable handles.
8. The bin drainage design must allow for retention of small amounts of liquid spillage while allowing for drainage of precipitation.
9. The bin shall have a nesting ratio of greater than or equal to 3.5 to 1 to allow for economical storage of containers.
10. The County will select a color from the awarded Bidder's standard color chart.

3.3 CART LID AND HANDLE

The cart lid shall be manufactured from the same material and color as the cart body unless otherwise specified by Miami-Dade County. It shall be of such a configuration that it will not fade, warp, bend, slump, or distort to such extent that it no longer fits the cart properly or becomes otherwise unserviceable. An ultraviolet inhibitor is required. The inhibitor shall guarantee effectiveness against sun deterioration or the lid becoming brittle due to exposure.

The lid shall be one-piece construction. The lid shall prevent rain water from entering the cart and shall not blow open under general weather conditions.

The cart section will be furnished with a hinged lid, with the hinge to the rear of wheeled section. Two-wheeled cart lids that are hinged shall be marked with a statement such as, "CLOSE LID BEFORE MOVING". Lids shall be curved or built up to drain and shall be light and stiff for convenient handling. Lids shall sit flushed or overlap the sides, but may flare out so they will not bind against the sides if the container is distorted by the lifting device. The lid must have a molded memory that returns to its original shape if distorted by the lifting device, so that the lid closes completely.

SECTION 3
TECHNICAL SPECIFICATIONS

Lids shall be securely attached to the cart without the use of nuts and bolts and shall be hinged to open by gravity as the cart is dumped. The lid shall open to a position 270 degrees from the closed position and hang open without stressing the lid, cart body or tipping over the cart. Handle attachments must be an integrally molded part of the body or lid. Lids will not have a locking device. Lids should be designed to be easily removed in the event of damage or failure; the hinge assembly shall not be capable of being readily removed by the public, by hand or with ordinary tools.

The lid should prevent the intrusion of rain water, rodents, birds, and flies and prevent the emission of odors. It should enable the free and complete flow of disposal material from the cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism. Users of the cart should be able to conveniently and easily open and shut the lid throughout the serviceable life of the cart.

Lid and body of the cart must be of such design and weight that would prevent an empty cart from tilting backward when lifting the lid open.

3.4 CART ULTRAVIOLET (UV) INHIBITOR GUARANTEE

Ultraviolet inhibitor shall be added at a minimum of 2% by weight, thus ensuring maximum protection from the elements. Warranties shall guarantee the ultraviolet effectiveness and sun exposure causing deterioration or shattering of the carts or lids will be cause for replacement by the awarded Bidder on the grounds of improper use of inhibitor.

3.5 CART WHEELS

Miami-Dade County, at its sole discretion, may opt to request that each cart be furnished with two (2) plastic molded or rubber snap on wheels, and each wheel shall be furnished with an inner lock pin made out of a corrosion resistant metal. Wheels shall be molded from first quality 100% virgin high-density polyethylene (HDPE) resin or recycled material. A soft, quiet tread is required. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating. Cart wheels for the 65 and 96 gallon carts shall have a diameter of 10 or 12 inches, while wheels for the 35 gallon carts shall be 8 or 10 inches.

Miami-Dade County, at its sole discretion, may opt to request that each cart be furnished with two 10" or 12" diameter rubber wheels. The wheels shall consist of approximately 1 3/4 inches cross-section, solid rubber tires pressed onto hubs. Wheels must be secured to the axle by a means that resists hard set downs, pushing, pulling, and testing. Wheel bearings, if provided, shall be maintenance-free and self-lubricating. Cart wheels for the 65 and 96 gallon carts shall have a diameter of 10 or 12 inches, while wheels for the 35 gallon carts shall be 8 or 10 inches.

3.6 CART AXLE

Each cart shall be furnished with 5/8 inch minimum solid steel axle with corrosion resistant coating that shall be securely attached to body by molded axle retainers. The axle must slide in the cart bottom and must not be exposed to contents inside of the container. Metal attachments are not acceptable.

SECTION 3
TECHNICAL SPECIFICATIONS**3.7 COLORS**

Miami-Dade County reserves the right to change the color of the cart, bin, and/or lid at a later date, and reserves the right to order multiple colors as necessary. Color shall be ultraviolet light stabilized to reduce fading during normal use. The color shall be non-fading throughout the warranty period. The County will select a color from awarded Bidder's standard color chart.

3.8 CART NUMBERING

Individual serial numbers shall be inscribed or hot-stamped in a conveniently noticeable position to be determined by the County on each cart. The starting number shall be determined by the County, and updated each proceeding year. A manufacture date will also be hot-stamped on the cart. The County will consider other types of numbering systems to facilitate the manufacturing process, if requested.

3.9 BAR CODES

At the County's option, to be priced separately, individual bar codes shall be inscribed or hot-stamped placed on the cart/bin in a conveniently noticeable position on each cart. Starting bar code number shall be determined by the Department, and updated each proceeding year. A manufacture date will also be included in the bar code on the cart/bin. Bar codes should include additional fields for information that may be included at a later date.

3.10 RADIO FREQUENCY IDENTIFICATION

At the County's option, to be priced separately, Radio Frequency Identification (RFID) chips or similar technology shall be permanently affixed on any brand of cart/bin ordered.

3.11 COLOR IN MOLD LABELS

At the County's option, to be priced separately, the cart/bin shall have in mold color labels using injection mold to fuse the label to the container as it is being molded.

3.12 MARKINGS

Containers shall be permanently identified with: manufacturer's name or trademark, model, year and month of manufacture, manufacturer's maximum load weight rating and volumetric capacity.

3.13 REFUSE CARTS

Containers shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards: If the container conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-2008, the marking shall include: "CONFORMS WITH ANSI Z245.60-2008, TYPE B (barlock) and G (automated) ANY

SECTION 3
TECHNICAL SPECIFICATIONS

REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD.”

If the container does not conform to the requirements of one or more of the standard container types specified in ANSI Z245.60-2008 and if it does comply with standard ANSI Z245.30-2008, the markings shall include a statement such as, “THIS CONTAINER COMPLIES WITH THE REQUIREMENTS OF ANSI Z245.30-2008.”

The Miami-Dade County logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. The logo shall be approximately 7” x 8-1/2” rectangle. Decals, stickers or surface paint is not acceptable.

All cart lids shall be clearly embossed with raised letters, inscribed, or in-mold labeled onto the outside of the lid near the front. Verbiage shall be in English, Spanish and Creole, and will be provided by the County.

3.14 RECYCLING CARTS

Containers shall be clearly marked that they are designed and manufactured in accordance with ANSI Standards: If the container conforms to the requirements of one or more of the standard container types specified in ANSI Z245.60-2008, the marking shall include: “CONFORMS WITH ANSI Z245.60-2008, TYPE B (barlock) and G (automated) ANY REPAIR, RECONSTRUCTION, OR MODIFICATION MUST ALSO CONFORM TO THIS STANDARD.”

If the container does not conform to the requirements of one or more of the standard container types specified in ANSI Z245.60-2008 and if it does comply with standard ANSI Z245.30-2008, the markings shall include a statement such as, “THIS CONTAINER COMPLIES WITH THE REQUIREMENTS OF ANSI Z245.30-2008.”

The Miami-Dade County logo will be inscribed or hot-stamped in white color on both sides of the body of the cart. The logo shall be approximately 7” x 8-1/2” rectangle. Decals, stickers or surface paint is not acceptable.

All carts and/or lids shall be clearly embossed with raised letters, inscribed, hot-stamped or in-mold labeled onto the outside of the lid near the front. Verbiage shall be in English, Spanish and Creole, and will be provided by the County Department.

To comply with Florida State Law relating to identification of recyclable plastic materials, the recycling symbol and a number indicating the type of plastic used shall be embossed on the carts and bins. Mark shall be at least 3” x 3” or compliant with current regulations, and shall meet SPI voluntary coding system.

3.15 BINS

The Miami-Dade County logo and additional program information will be inscribed or hot-stamped in white color on the front of the bin. The logo shall be approximately 7” x 8 -1/2” rectangle. Decals, stickers or surface paint is not acceptable.

SECTION 3
TECHNICAL SPECIFICATIONS

3.16 CART SPARE PARTS

The awarded Bidder shall supply new, previously unused, virgin, and/or post consumer parts compatible with the carts purchased by Miami-Dade County. All parts supplied will meet manufacturer's specifications and standards for parts currently being distributed on new 35, 64, 65, 95, and 96 gallon mobile refuse carts and curbside recycling carts of the type specified in paragraph 3.2 of this solicitation. Spare parts and any repair, reconstruction or modification must also meet ANSI Standards.

3.17 CART TRAINING

Upon award of a Request for Quotes, the awarded Bidder shall provide the County with one-time training on cart assembly and repairs. The awarded Bidder shall also provide ten (10) instructional manuals and two (2) copies of an instructional video detailing recommended repair procedures, time requirements, specifications and price lists for all tools and plastic welding rods required to accomplish repairs. The awarded Bidder shall provide the County with a set of all specialized tools required for cart repairs as mutually agreed upon. The awarded Bidder shall also provide the County with a copy of the Materials Safety Data Sheet (MSDS) for the materials used in the manufacturing of the carts.

3.18 BUY BACK PROVISION (OPTIONAL)

At the County's option, to be priced separately, the awarded Bidder shall buy back damaged containers from the County's existing inventory as well as containers purchased during the contract period. The price paid to the County shall be the scrap polyethylene price at the time of the transaction.

BID SUBMITTAL FOR:

REFUSE CARTS, CURBSIDE RECYCLING CARTS, AND RECYCLING BINS
PRE-QUALIFICATIONSubmit Bid To:

CLERK OF THE BOARD

Stephen P. Clark Center

111 NW 1st Street17th Floor, Suite 202

Miami, Florida 33128-1983

April 4, 2012

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS
TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDANOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less
all taxes. Tax Exemption Certificate furnished upon request.Issued
by: RS

ISD/PM

Date Issued: 3/14/12

This Bid Submittal Consists of
Pages 18 through 22+AffidavitsSealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal.
Such other contract provisions, specifications, drawings or other data as are attached or incorporated by
reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown
above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or
services described in the accompanying Bid Submittal Requirement.**REFUSE CARTS, CURBSIDE RECYCLING CARTS, AND RECYCLING
BINS PRE-QUALIFICATION**A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bidsA Performance Bond in the amount of **NA** of the total amount of the bid will be required upon execution of the
contract by the successful bidder and Miami-Dade County**DO NOT WRITE IN THIS SPACE**

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ NON-RESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED

COMMODITY CODE: 450-34

Procurement Contracting Officer Rita Silva

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE IN
SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR
LOCAL PREFERENCE****FAILURE TO SIGN SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID
NON-RESPONSIVE**

BID SUBMITTAL FOR:
REFUSE CARTS, CURBSIDE RECYCLING CARTS, AND RECYCLING BINS
PRE-QUALIFICATION

A. General Information

Provide information for the office or warehouse with a working telephone, a separate facsimile (fax) line or electronic mail address, and company representative who can be contacted Monday through Friday from 8:00 AM to 5:00 PM. See Section 2.6(a).

Contact Person: _____

Office or Warehouse Address: _____

City/State/Zip Code: _____

Telephone No.: _____

Fax No.: _____

Emergency Telephone No.: _____

E-mail Address: _____

B. Product Manufacturer or Authorized Distributor or Dealer

Provide a current year letter from the manufacturer, stating that the Bidder is the product(s) manufacturer or an authorized distributor/dealer of the manufacturer. This letter must be on the manufacturer's letterhead and signed with the manufacturer contact person name and phone number. See Section 2.6(b).

C. Truck Grabber System

Provide a letter of certification from the existing truck grabber manufacturer stating that the Bidder's cart types and sizes 35, 64, 65, 95, and 96 gallons are compatible with County's existing truck grabber system (i.e., a Labrie "cool hand" truck grabber system, a Heil "Formula 7000" truck grabber system, or a truck grabber system that is equal to one of the above). See Section 2.6(c).

D. Product Standards

Provide independently certified copies of all American National Standards Institute (ANSI) test results. See Section 2.6(d).

BID SUBMITTAL FOR:
REFUSE CARTS, CURBSIDE RECYCLING CARTS, AND RECYCLING BINS
PRE-QUALIFICATION

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

**Bid Title: Refuse Carts, Curbside Recycling Carts, and Recycling Bins Prequalification**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. __/__/__-__/_/_/_/_/_/_/_

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

**"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."*

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS



Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

1.	Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6.	Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2.	Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7.	Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3.	Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) f the County Code	8.	Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4.	Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9.	Miami-Dade County Living Wage Section 2-8.9 of the County Code
5.	Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10.	Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Notary Public Information

Revised 1/19/12

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____

Date _____

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100